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13 **UNITED STATES DISTRICT COURT**

14 **NORTHERN DISTRICT OF CALIFORNIA**

15 FLETCHER HARTWELL HYLER and
16 SHERYL ROOT HYLER,

17 Plaintiffs,

18 vs.

19 INVESTMENT GRADE LOANS, INC.,
20 et.al.,

21 Defendants.

22 **Case No.: 07-CV-03180 WHA**

23 **STIPULATION ALLOWING
REFINANCING AND ESCROWING
OF FUNDS**

24 **(PROPOSED) ORDER**

25 This stipulation is made between plaintiffs Fletcher Hartwell Hyler and Sheryl Root Hyler
26 (hereafter "Plaintiffs") and defendants Investment Grade Loans, Inc.; Lincoln Trust Company,
27 Custodian FBO Doug Pickering, IRA; Chern S. Lin and Felicia Lin, husband and wife as
community property; Janice Tempey and Roy S. Wolf, husband and wife as community property;
Thomas C. O'Connell, Jr. and Janice K. O'Grady, husband and wife as community property; Pensco
Trust Company, Custodian FBO John A. Snyder IRA; Pensco Trust Company, Custodian FBO Phil
Ahlfeldt, IRA; and John Stevens, an unmarried man (hereinafter collectively referred to as "IGL").

28 WHEREAS, this matter was transferred to this Court from the United States Bankruptcy
Court for the Northern District of California, San Francisco Division, by order of the bankruptcy
court by order dated June 15, 2007; and

1 WHEREAS, Plaintiffs assert claims under the federal Truth-in-Lending Act, all of which
2 IGL disputes; and

3 WHEREAS, IGL has noticed a trustee sale of the real property which is the security for the
4 loan which is the subject of this litigation for July 18, 2007; and

5 WHEREAS, Plaintiffs have arranged refinancing sufficient to pay off IGL's current demand
6 in full; and

7 WHEREAS, the parties wish to preserve their existing rights in this litigation while allowing
8 for refinancing of the mortgage loans secured by the real property which is the subject of this
9 litigation; now, therefore:

10 IT IS HEREBY STIPULATED BY AND BETWEEN THE UNDERSIGNED
11 PARTIES that:

- 12 1. Plaintiffs may proceed with their refinancing of the mortgage loans secured by the
13 real property (the "refinancing") which is the subject of this litigation, as well as
14 other loans secured by the subject property.
- 15 2. From the funding of the refinancing the parties shall instruct Escrow to pay to
16 IGL the sum of One Million, Two Hundred and Thirty-Two Thousand and
17 Five Hundred Dollars (\$1,232,500).
- 18 3. The balance of the proceeds from the refinancing of the amount stated in IGL's
19 payoff demand (the balance being \$655,564.09) shall remain in the Escrow account
20 or, if the Escrow is not willing to hold the funds, the Parties shall direct the Escrow
21 holder to place the funds into an interest-bearing account of the parties choice,
22 subject to the instructions of all parties or the further order of the Court.
- 23 4. Defendants shall cause a full reconveyance of the deed of trust securing the
24 loan to be recorded.

1 By this Stipulation, the parties expressly make no admission of any kind with respect to the
2 merits of this lawsuit and preserve all rights and claims as between the parties as presented in this
3 action.

4 Dated: July 12, 2007

JENKINS MULLIGAN & GABRIEL LLP

5
6 By: /s/ Daniel J. Mulligan
7 DANIEL J. MULLIGAN
8 Attorneys for Plaintiffs
FLETCHER HARTWELL HYLER and
SHERYL ROOT HYLER

9
10 Dated: July 12, 2007

LAW OFFICE OF MICHAEL E. STONE

11
12 By: /s/ Michael E. Stone
13 MICHAEL E. STONE
14 Attorneys for Defendants

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19 **ORDER**

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21 Pursuant To Stipulation, IT IS SO ORDERED.

22
23 Dated: July __, 2007

24 Hon. William Alsup
25 Judge, U.S. District Court
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